

LEC or MCIm exchange but are to be billed to an end user in another LEC or MCIm exchange. Such records are referred to as category 92 records for clearinghouse processing purposes. Also, the term "Record" shall mean the call detail attributed to a single completed toll message.

MCIm agrees that all Clearinghouse Records it generates will display indicators denoting whether category 92 Records should be forwarded to SWBT's clearinghouse. MCIm shall retain its originating records for ninety (90) days such that the category 92 Records can be retransmitted to SWBT for clearinghouse processing, if needed.

- B. SWBT shall provide and maintain such systems as it believes are required to furnish the clearinghouse service described herein. SWBT, in its capacity as operator of the clearinghouse, agrees to retain all Records processed through the clearinghouse for two (2) years.
- C. MCIm shall timely furnish to SWBT all clearinghouse records required by SWBT to provide the clearinghouse service in accordance with the Technical Exhibit Settlement Procedures (TESP). SWBT shall provide the clearinghouse service in accordance with the TESP unless mutually agreed otherwise in writing.
- D. Presently, in operating the clearinghouse, SWBT relies upon NXX codes to identify messages for transmission to participating billing companies. To the extent any subprocesses are required to settle clearinghouse messages due to the use of ported numbers, such subprocessing will be the responsibility of the porting entity. If NXX codes cannot be solely relied upon to identify messages for transmission to participating billing companies, and if additional processing is needed by SWBT to identify the participating billing company, MCIm agrees to compensate SWBT for such additional processing at a reasonable per message rate to be set by SWBT.

IV. PROCESSING CHARGE

MCIm agrees to pay SWBT a processing charge in consideration of SWBT's performance of clearinghouse services. This charge is \$.02 per originated Clearinghouse Record processed on behalf of MCIm.

V. BILLING CHARGE

MCIm agrees to pay a \$.05 per message charge to the LEC or MCIm responsible for billing the message, including SWBT when SWBT bills the message.

VI. SETTLEMENT REPORT

SWBT shall issue monthly reports containing the results of the processing of Clearinghouse Records to each participating LEC and MCIm. These reports list the (a) amounts owed by the MCIm for billing messages originated by others; (b) amounts due to MCIm for MCIm-originated messages billed by others; (c) applicable billing charges; and (d) processing charges.

- VII. The Parties agree that processing of retroactive messages through the Clearinghouse is acceptable, if such messages utilize the industry standard format for call records, pursuant to Section II of this Appendix. The Parties agree that lost messages are the complete responsibility of the originating LEC or MCIm. If messages are lost by any Party, and cannot be recreated or retransmitted, the originating LEC or MCIm will estimate messages, minutes, and associated revenues based on the best available data. No estimate will be made for messages which are more than two years old at the time the estimate is made. These estimates will be off-line calculations (i.e., not part of the routine clearinghouse processing) and will be included as a supplement to the monthly settlement report.

VIII. LIMITATION OF LIABILITY

By agreeing to operate the clearinghouse, SWBT assumes no liability for any LEC or MCIm's receipt of appropriate revenues due it from any other entity. MCIm agrees that SWBT will not be liable to it for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence and upon which SWBT may have relied in preparing settlement reports or performing any other act under this Appendix.

MCIm agrees to indemnify and hold SWBT harmless against and with respect to any and all third party claims, demands, liabilities or court actions arising from any of its actions, omissions, mistakes or negligence occurring during the course of this Appendix.

- IX. SWBT shall not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of the services provided hereunder, including any and all associated equipment and data processing systems, except

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APP. B - iv

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such losses or damages caused by the sole negligence of SWBT. Any losses or damage for which SWBT is held liable under this Appendix shall in no event exceed the amount of processing charges made for the clearinghouse services provided hereunder during the period beginning at the time SWBT receives notice of the error, interruption, defect, failure or malfunction to the time service is restored.

X. DISCLAIMER OF WARRANTIES

SWBT makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. Additionally, SWBT assumes no responsibility with regard to the correctness of the data supplied by MCIm when this data is accessed and used by a third party.

APPENDIX C

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APP. C- i

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Appendix C

911

EXCHANGES AND CONFIGURATIONS

EFFECTIVE: _____

Attached to and made part of this Agreement between MCIm and SWBT serving the
_____.

SWBT shall provide connection to E911 Service in the feature configurations shown below:

Exchange	E911 Auto No. Identification	Selective Routing	Combined ANI & Sel. Routing	Combined ANI & Loc. Routing	Combined ANI, ALI & Sel. Routing
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ATTACHMENT IX

NETWORK SECURITY AND LAW ENFORCEMENT

Section 1. Protection of Service and Property

SWBT and its employees, agents, or representatives shall take reasonable and prudent steps to ensure the adequate protection of MCIm property, equipment and services including, but not limited to, the following:

1.1 Restricting access to MCIm equipment, support equipment, systems, tools and data, or spaces which contain or house MCIm equipment to the extent SWBT provides this protection to its own facilities. SWBT will provide access to MCIm employees and its agents based on MCIm providing a list of authorized personnel. If escorted, MCIm employees and authorized agents must present identification required by SWBT.

1.2 SWBT will follow mutually agreed upon notification procedures in the event it becomes necessary for a SWBT employee to enter into the exclusive MCIm collocated space.

1.3 Complying with mutually agreed to MCIm security and safety procedures and requirements, including but not limited to sign-in, identifications, and escort requirements while in spaces which house or contain MCIm equipment or equipment enclosures.

1.4 Ensuring that the area which houses MCIm's equipment is adequately secured to prevent unauthorized entry.

1.5 Allowing MCIm to inspect or observe spaces which house or contain MCIm equipment or equipment enclosures after such time as SWBT has turned over the collocation area to MCIm and to furnish MCIm with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured MCIm space.

1.6 Provide card access, coded locks or keyed locks providing security to the exclusive MCIm collocated space which will be unique to that space.

1.7 Ensuring that the area which houses MCIm's equipment is adequately secured to prevent unauthorized entry to the same level as SWBT provides to itself.

1.8 Limiting the keys used in SWBT's keying systems for cages which contain or house

MCIm equipment or equipment enclosures to its employees for required access only. Any access required other than emergency will be coordinated with MCIm to allow escort opportunity. SWBT will change locks at MCIm's request and expense where a security breach is known or suspected and the breach is not caused by SWBT.

1.9 Where MCIm requests these specifications and is amenable to funding said customer work, installing security studs in the hinge plates of doors having exposed hinges with removable pins if such leads to spaces which contain or house MCIm equipment or equipment enclosures.

1.10 Controlling unauthorized access from passenger and freight elevators by continuous surveillance or by installing security partitions, security grills, locked gates or doors between elevator lobbies, and spaces which contain or house MCIm equipment or equipment enclosures.

1.11 Providing prompt notification to designated MCIm personnel to indicate an actual or attempted security breach of which SWBT is aware.

1.12 Ensuring that areas designated to house MCIm equipment are properly conditioned for the MCIm equipment installation, and adequate to maintain proper operating conditions for the MCIm equipment.

Section 2. Network Security

2.1 SWBT shall provide an appropriate and sufficient back-up and recovery plan to be used in the event of a security system failure or emergency.

2.2 SWBT shall install controls to:

- a) disconnect a user for predetermined period of inactivity on authorized ports;
- b) protect customer proprietary information; and
- c) to ensure both ongoing operational and update integrity.

2.3 SWBT shall provide Network Logical Security :

- a) assuring that all MCIm approved system and modem access be secured through MCIm security devices which are compatible with SWBT systems; and,
- b) Access to or connection with a network element shall be established through MCIm security approved networks or gateways.

2.4 SWBT agrees to comply with MCIIm Corporate Security Standards, including but not limited to "MCIIm Information Asset Security Standards", February 1996, Document Number 076-0004001-01.OF-ER and "MCIIm Minimum Security Baseline Standard for Information Systems", January 1996, Document Number 076-0003001.OF-ER.

Section 3. Revenue Protection

3.1 SWBT will make available to MCIIm to the extent that SWBT provides to itself or any LSP all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the network elements. These features include, but are not limited to, screening codes, information digits assigned such as information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively, call blocking of international, toll free (e.g., 800, 888), 900, NPA 976, 700, 500 and specific line numbers and the capability to require end users entry of an authorized code for dial tone. SWBT shall additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent Operations Support Systems ("OSS") which include but are not limited to Line Information Data Base Fraud monitoring systems, High Toll Notifiers, SS7 suspect tariff alerts, AMA suspect traffic alerts, etc.

3.2 Uncollectible or unbillable revenues resulting from, but not confined to provisioning, maintenance, or signal network routing errors shall be the responsibility of the Party causing such error.

3.3 Uncollectible or unbillable revenues resulting from the accidental or malicious alteration of software underlying Network Elements or their subtending operational support systems by unauthorized third parties shall be the responsibility of the Party having administrative control of access to said Network Elements or operational support system software .

3.4 SWBT shall be responsible for any uncollectible or unbillable revenues resulting from the unauthorized use of the service provider network whether that compromise is initiated by software or physical attachment to loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud.

3.5 SWBT shall provide soft dial tone to allow only the completion of calls to final termination points required by law.

Section 4. Law Enforcement Interface

SWBT will provide, during normal working hours, installation and information retrieval pertaining to non-emergency traps, and information retrieval on subscriber invoked

CLASS services and call traces requested by MCIm. SWBT shall provide all necessary assistance to facilitate the execution of wiretap or dialed number recorder orders from law enforcement authorities pertaining to non-emergency calls such as annoyance calls. SWBT will provide assistance 24 hours per day for situations involving immediate threat to life or at the request of law enforcement officials. SWBT will provide a 24-hour contact number to administer this process.

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ATTACHMENT X

Credits for Performance Standards Failures

Section 1. General

1.1 SWBT shall satisfy all service standards, intervals, measurements, specifications, performance requirements, technical requirements and Performance Standards (collectively referred to herein as "Performance Standards") that are specified in this Agreement.

SWBT shall maintain services such that MCIm can meet state service standards. Further, SWBT shall provide MCIm with at least the same level of service it provides itself. [Missouri Award No. 41] **In the event that the Performance Standards specified in the Agreement are different than the standards or measurements that SWBT provides or is required to provide by law or its own internal procedures, the highest Performance Standard shall apply.**

1.2 SWBT and MCIm agree that delays in the provision of services, failures to meet the Performance Standards required by this Agreement and delays in providing Subscriber Usage Data in accordance with the requirements of this Agreement, will cause MCIm to suffer damages. The credits set forth in this Attachment X are intended to compensate MCIm, partially and immediately, for the loss in value caused by SWBT's failure to meet Performance Standards, and are not intended to be liquidated damages.

1.3 In the event that any service is not installed, provisioned, or maintained in accordance with the Due Dates specified in this Agreement, SWBT shall grant MCIm a credit ("Delay Credit") calculated as provided herein.

1.4 In the event that a service fails to meet the Performance Standard requirements imposed by this Agreement (or is interrupted causing loss of continuity or functionality), SWBT shall grant MCIm a credit ("Performance Failure Credit"), as set forth herein.

1.5 In the event that Subscriber Usage Data is not provided within the time period required by this Agreement, or in the event that

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Subscriber Usage Data is not provided in accordance with the specifications of this Agreement, SWBT shall pay to MCIIm an amount ("Subscriber Usage Credit") calculated as provided herein.

1.6 MCIIm also shall have the option to obtain an alternative service from SWBT to replace service for which a Performance Failure Credit or Delay Credit is due. SWBT will be responsible for any amounts (including installation charges) in excess of the otherwise applicable charges under this Agreement for the affected service. MCIIm may obtain an alternative service from another vendor, if available. MCIIm shall choose the least costly service provided by such vendor that reasonably meets its needs, shall subscribe to such service for the minimum commercially available period and shall move all affected traffic to the newly installed, repaired or restored service as soon as possible after the end of such period. SWBT shall be fully responsible for all obligations and shall pay in full all charges associated with the cost of such replacement service. Any minimum volume commitments shall be reduced by the amount of service which MCIIm has substituted.

1.7 SWBT and MCIIm agree that remedies at law alone are inadequate to compensate MCIIm for failures to meet the Performance Standard requirements specified by this Agreement, failures to install or provision services in accordance with the Due Dates specified in this Agreement, or for failures to provide Subscriber Usage Data in accordance with this Agreement. MCIIm shall have the right to seek injunctive relief and other equitable remedies (in addition to remedies provided in this Agreement, at law and through administrative process) to require SWBT: (1) to cause the service ordered by MCIIm to meet the Performance Standards specified by this Agreement; (2) to install or provision service ordered by MCIIm within the Due Dates specific in this Agreement; and, (3) to provide Subscriber Usage Data in accordance with this Agreement.

Section 2. Credits for Failure to Meet Performance Standards

Subject to the limitation of liability set forth in Part A, SWBT shall pay to MCIIm the amount of any credits due hereunder, or MCIIm may, at MCIIm's option, offset against charges due to SWBT the amounts specified in this Attachment for delays in the provision of services, failures to meet the Performance Standards required by this Agreement or delays in the provision of Subscriber Usage Data or

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failures to provide such data in accordance with the requirements of this Agreement. Unless otherwise specified by MCIm, performance against Performance Standards will be measured on a monthly basis.

Section 3. Delay Credits

3.1 Subscriber-Specific Services.

3.1.1 If SWBT does not satisfy any Performance Standard related to: (1) a deadline for the provisioning to MCIm of Local Resale; (2) a deadline for the provisioning of service or support functions related to Local Resale; or, (3) the delivery date(s) for error-free provisioning of Network Elements or Local Interconnection, SWBT will be liable to MCIm for a credit for each and every order for service that has been delayed or not properly completed.

3.1.2 Credits shall consist of: (1) a waiver of any associated provisioning/installation charge; and (2) a delay credit equal to the associated monthly charge for the service for each month or partial month of delay.

3.2 Non-Subscriber Specific Services.

3.2.1 If SWBT fails to satisfy any Performance Standard related to the delivery dates for error-free provisioning Network Elements (Attachments III and VIII), SWBT will be liable to MCIm for a Delay Credit for each and every order for non-subscriber specific Network Elements that has been delayed or not properly completed.

3.2.2 The Delay Credit shall consist of: (1) a waiver of any associated provisioning/installation charge; and, (2) a delay credit equal to \$25,000 per day for each day of delay.

Section 4. Performance Failure Credits

4.1 If SWBT fails to satisfy any Performance Standard specified in this Agreement, SWBT will be liable for a Performance Failure Credit in the amounts set forth below for each and every outage/trouble call that is not restored/resolved in the specified interval.

OUTAGE REQUIRING PREMISES VISIT*		
Interval	Standard	Performance Failure Credit (per line or equivalent DSO circuit per 24 hour period or part thereof)
4 hours	0%	\$50.00
8 hours	5%	\$75.00
16 hours	9%	\$100.00

OUTAGE NOT REQUIRING PREMISES VISIT		
Interval	Standard	Performance Failure Credit (per line or equivalent DSO circuit per 24 hour period or part thereof)
2 hours	85%	\$50.00
3 hours	95%	\$75.00
4 hours	99%	\$100.00

TROUBLE CALLS		
Interval	Standard	Performance Failure Credit (per line or equivalent DSO circuit per 24 hour period or part thereof)
24 hours	5%	\$75.00

- * A referral received between 6.00 P.M. and 8:00 A.M. shall be treated as though it were received at 8:00 A.M. for Performance Standard purposes.

Section 5. Credits for Delayed or Improperly Provided Subscriber Usage Data

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5.1 If SWBT fails to satisfy the "Does Not Meet Expectations" Rating Criteria set forth in Section 4 of Attachment VIII of this Agreement for providing Subscriber Usage Data, SWBT will be liable for a Subscriber Usage Credit for each day that such data is delayed. The daily amount of the Subscriber Usage Credit shall be calculated using the following formula:

(Number of Messages Delayed x Average Revenue Per Message) divided by 30

MCIm shall provide the Average Revenue Per Message factor.

ATTACHMENT XI

NETWORK ELEMENTS BONA FIDE REQUEST

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ATTACHMENT XI

NETWORK ELEMENT BONA FIDE REQUEST

Section 1. SWBT shall promptly consider and analyze access to a new unbundled Network Element with MCI's submission of a Network Element Bona Fide Request ("BFR") hereunder.

Section 2. A BFR shall be submitted in writing and shall include a description of each requested Network Element, the date when interconnection is requested and the projected quantity of interconnection points ordered, with a non-binding demand forecast, if such forecast is necessary to determine technical feasibility.

Section 3. MCI may cancel a Network Element BFR at any time, but shall pay SWBT's reasonable and demonstrable costs of processing and/or implementing the Network Element BFR up to the date of cancellation. SWBT will notify MCI if processing costs will exceed \$5,000.

Section 4. *Within ten (10) business days of its receipt, SWBT shall acknowledge receipt of the BFR.* [Missouri Award No. 9]

Section 5. *SWBT has thirty (30) days in which to accept or reject MCI's request for further unbundling. If SWBT accepts the request, it shall, as soon as possible, but not more than sixty (60) days after receipt of the request, provide to MCI a quote specifying, at a minimum, a description of each network element, its availability, the applicable rates and installation intervals. If SWBT does not accept the request within thirty (30) days, MCI has twenty (20) days in which to file a petition with the Commission seeking a determination that SWBT be required to provide the unbundled element. SWBT must respond within twenty (20) days of the filing of the petition and demonstrate why it is technically infeasible to provide the UNE or why such provision violates network integrity. The Commission will then rule on the petition within thirty (30) days of SWBT's response, and in no case more than ninety (90) days after the filing of MCI's petition.* [Missouri Award No. 9]

Section 6. Unless the Parties otherwise agree, the BFR must be priced in accordance with Section 252(d)(1) of the Act.

Section 7. *Within thirty (30) days of its receipt of the final BFR quote, MCI must confirm its order for the BFR pursuant to the BFR quote.* [Missouri Award No. 9]

Section 8. **The costs of developing the Network Element shall be recovered proportionally from any entity which utilizes the Network Element so identified,**

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including MCIm and SWBT and its affiliates. MCIm and SWBT shall meet and confer on the amount of such costs, each Party's respective share of such costs, and the method of recovery. Development costs are those one-time costs incurred to design, create and test new unbundled Network Elements or new unbundled Network Element combinations.

Section 9. To the extent possible, SWBT will utilize information from previously developed BFRs to address similar arrangements in order to shorten its response times. In the event SWBT has determined that a BFR is technically feasible, the Parties agree that subsequent orders for the same type of Network Element shall not be subject to the Bona Fide Request process and the Agreement shall be amended pursuant to Part A, Section 2.4 to include the new service.

Section 10. Notwithstanding the provisions of this Attachment XI, the Parties retain all rights under Sections 251 and 252 of the Act.

Section 11. Both Parties shall report to the Commission six (6) months prior to the expiration of the Interconnection Agreement on the effectiveness and efficiency of the modified request process; Parties are encouraged to provide alternatives to the ninety (90)-day process in their reports. At that time, the Commission may evaluate the process and determine if another method shall be utilized. [Missouri Award No. 9]